

EXHIBIT “A”

Commercial Transaction Fee and Collateral Agreement

This Commercial Transaction Fee and Collateral Agreement ("Agreement") is entered into this 9th day of November, 2007, by and between The Beech Hill Company and/or Thomas Ernst, MA, JD (hereinafter known as "Applicant") and The Bridges Financial Group, Inc., a Virginia corporation (hereinafter known as "Facilitator").

WHEREAS, Applicant wishes to raise Thirty million dollars (\$30,000,000.00) USD and requests Facilitator to help arrange a transaction, upon the terms set forth herein to meet its needs:

TRANSACTION TERMS: Loan to be in the amount of Thirty million dollars (\$30,000,000.00) USD or an amount otherwise determined between the funding source and the Applicant. Said financing will be used to facilitate the Applicant's acquisition and restructuring of US based insurance companies. Said financing will be secured by surplus subordinate debentures as well as assets of any holding companies.

WHEREAS Facilitators, for a fee, agrees to assist Applicant in obtaining a bona fide loan commitment or stand by letter of credit on a best-effort basis;

NOW THEREFORE, Applicant and Facilitator hereby agree as follows:

1. Applicant hereby grants Facilitator the exclusive right, for a period of ninety (90) days, to arrange financing with terms and conditions suitable to Applicant.
2. In consideration of services rendered, Applicant agrees to pay Facilitator a fee equal to one percent (1%) of the total loan commitment or stand by letter of credit amount, whichever is greater. The parties agree that the said fee shall be earned in full on the date a firm commitment is accepted by Applicant or stand by letter of credit is issued and consummated at closing of transaction.
3. In consideration of services rendered, Applicant agrees to issue at the closing of the transaction thirty percent (30%) of ownership and profit entitlement in Applicants acquired insurance companies and holding company to

Facilitator. The form of this ownership shall be in common, voting, unencumbered, stock or other instrument as allowed by state and federal regulators.

4. Without the express written consent of Facilitator, Applicant agrees for a period of five (5) years from the expiration date of this agreement not to circumvent Facilitator, either directly or through other parties, to obtain financing from any funding sources introduced to Applicant by Facilitator. In the event Applicant breaches the provisions of this paragraph, Applicant agrees to pay Facilitator an amount equal to twenty percent (20%) of each and every gross financial transaction and also to pay all actual expenses, legal or otherwise, associated with the collection thereof.

5. This agreement is a finder's fee relationship between Applicant and Facilitator. While it is understood that Facilitator will try to obtain funding with the best terms possible, it is impossible to guarantee that Facilitator will be successful in finding a funding source or loan commitment which will meet Applicant's approval. The Facilitator's fee is separate and apart from any loan costs and is in no way a part of or reflected in the points or other closing costs charged by any other parties involved.

6. Facilitator and its associates shall be held harmless from any liability resulting from failure to obtain a funding source or loan commitment. Facilitator will not be responsible for any nonperformance of a commitment, loan, or guaranty by any lender or other party. Facilitator will neither be responsible for any errors of a lender nor any terms or conditions of any loan documentation that is contrary to state or federal law.

7. This Agreement constitutes instructions from the Applicant to the closing agent or entity to pay the Facilitator's Finding Fee directly to The Bridges Financial Group, Inc. from the proceeds of the transaction at the time of closing without further notice to or instructions from Applicant.

8. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

9. By signing the below, Applicant acknowledges that he/she is acting as an agent, employee, Officer or Director of the Applicant and that he/she has full authority to commit Applicant to this Agreement and further that he/she has read this Agreement in its entirety, that he/she fully understands all of the provisions, and fully agrees, on behalf of Applicant to all of the terms and conditions contained herein.

Accepted by Applicant:

The Beech Hill Company

By: Thomas J. Ernst

Signature, Name and Title

Printed Name: THOMAS J. Ernst

Title: President

Address, Phone and E-mail:

784 Morris Turnpike

Suite 134

Short Hills, NJ

07078

703-474-7777

Accepted by Facilitator:

The Bridges Financial Group, Inc.

A Virginia Corporation

By: David G. Bridges, Jr.

Signature (Name & Title)

David G. Bridges, Jr.

President and COO

12781 Darby Brooke Court #101

Woodbridge, VA 22192

571-212-1777

888-509-7494 fax

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